

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

MARCIA TURNER,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 08CV06119
)	
ENTERPRISE LEASING COMPANY OF)	
ST. LOUIS, ET AL.,)	
)	
Defendants.)	

**ORDER AND JUDGMENT APPROVING FINAL
WRONGFUL DEATH SETTLEMENT**

NOW ON this 16th day of April, 2010, the Court calls for hearing the Application for Approval of Final Settlement and Order Apportioning Settlement Proceeds and for Entry of Final Judgment of Dismissal, and having considered the evidence presented and being fully advised of the premises, finds that the proposed settlement in the amount stated in the Final Settlement and Release Agreement between the Defendant Enterprise Leasing Company of St. Louis ("Defendant") and the plaintiff Marcia Turner ("Plaintiff"), is fair and reasonable and should be approved.

The Court further finds that all parties and persons interested in the proceedings, pursuant to Mo. Rev. Stat. § 537.080, have been duly notified pursuant to Mo. Rev. Stat. § 537.095. Additionally, the Court finds that a Final Settlement and Release Agreement between the Plaintiff and the Defendant has been entered into in good faith to settle all claims between the Plaintiff and the Defendant as set forth in the Final Settlement and Release Agreement.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED as follows:

1. Marcia Turner is over the age of twenty-one years, is the daughter of Richard Turner, deceased, and is entitled to bring this wrongful death action relating to the death of Richard Turner, pursuant to Mo. Rev. Stat. § 537.080. Marcia Turner and her four adult siblings are the only persons entitled to proceeds of the settlement. The Court further finds that the evidence presented establishes that it is fair and reasonable to allocate the of the proceeds of the settlement in equal parts to Marcia Turner, Michael Turner, Matthew Turner, Michele Turner, and Mark Turner and each should receive 20% of the proceeds after deduction of expenses and fees.

2. The proposed Final Settlement and Release Agreement adopted and incorporated by reference herein, has been submitted to the Court and the Court approves the Final Settlement and Release Agreement. Pursuant to the Agreement of the parties and the best interests of the litigants, the Final Settlement and Release Agreement shall be withdrawn from evidence following the hearing. A Court Order shall be required for persons not a party to the Agreement to have access to or view the Final Settlement and Release Agreement.

3. The total settlement in the amount agreed to by the parties in the Final Settlement and Release Agreement is approved and Judgment is hereby entered in the amount identified in the Final Settlement and Release Agreement.

4. Attorneys' fees and expenses and costs of litigation as authorized by the Contingent Fee Contract are ordered paid as identified in the evidence.

5. Plaintiff Marcia Turner and her siblings shall receive the distribution of the net settlement proceeds remaining after attorney fees and expenses are deducted with each receive 20% of the net settlement proceeds.

6. All issues raised by the proposed Final Settlement and Release Agreement have been submitted to the Court and the parties to the agreement have knowingly waived their rights to any jury trial or appeal with regard to claims against the Defendant.

7. Marcia Turner is authorized to execute the Final Settlement and Release Agreement in favor of Defendant as specified in the Final Settlement and Release Agreement.

8. Marcia Turner is Ordered to give receipt for the payments described herein and provide an accounting for the proceeds.

9. Judgment is entered in accordance with this Order.

/s/ Robert E. Larsen
ROBERT E. LARSEN
United States Magistrate Judge

Kansas City, Missouri
April 16, 2010